



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 May 22, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**Los Angeles County
Board of Supervisors**

May 15, 2012

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First District

Mark Ridley-Thomas
Second District

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313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT TO ACCEPT EQUIPMENT LOAN FOR SIX
HIGH DESERT MULTI-SERVICE AMBULATORY CARE CENTER
FACILITIES
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Request approval of an Agreement to accept an equipment loan for six High Desert Multi-Service Ambulatory Care Center facilities (Exhibit C) from Los Angeles Care Health Plan's Model eHealth Community as a result of a grant award from the Regents of the University of California acting on behalf of its University of California Davis Health System and the California Telehealth Network.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of Health Services (Director), or his designee, to execute a Model eHealth Equipment Loan and Service Agreement with Los Angeles Care Health Plan (LA Care), effective upon Board approval through July 30, 2013, to accept a loan of telecommunications equipment.
2. Delegate authority to the Director, or his designee, to accept the telehealth equipment in the amount of \$56,000 from LA Care at the expiration of the Agreement with notification to your Board.



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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will delegate authority to the Director, or his designee, to execute the attached Model eHealth Equipment Loan and Service Agreement (Exhibit I) to accept a loan of telecommunications equipment from LA Care. This will allow the Department of Health Services (DHS) to pilot a program advancing health via the use of telecommunications technology at six High Desert Multi-Service Ambulatory Care Center (HD MACC) facilities.

Approval of the second recommendation delegates authority to the Director, or his designee, to accept from LA Care, after the completion of the pilot project, an in-kind donation of the telehealth equipment used at the six facilities during the pilot program. On August 18, 2011, UC Davis Health Systems (UCDHS) and the California Telehealth Network announced more than \$5 million in grant awards to 15 community groups across California to advance health using telecommunications technologies. These 15 communities will be provided an opportunity to pilot and spearhead eHealth activity for other communities. An average of \$300,000 worth of telecommunications equipment will be distributed to each community site awarded. LA Care has been awarded the Model eHealth Community Award for the Los Angeles Model eHealth Community, which includes the HD MACC facilities, and acts as the lead agency with several innovative telehealth projects.

The Model eHealth grant brings healthcare access to rural communities which allows DHS to connect more health professionals to patients in underserved and geographically remote areas of the County such as the Antelope Valley.

Implementation of Strategic Plan Goals

The recommended actions support Goal 2, Children, Family and Adult Well-Being and Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

No money will be exchanged under the terms of the recommended Agreement. Any equipment maintenance needed during the term of the Agreement will be provided at no cost by UCDHS through an equipment maintenance agreement available to the County. Equipment maintenance after the term of the Agreement is at net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All telehealth equipment will be purchased, owned, and maintained by UCDHS through the end of the grant period, July 30, 2013. LA Care will contract directly with UCDHS for the equipment to be utilized in the HD MACC project. The value of the equipment for the six HD MACC facilities is approximately \$56,000. During the course of the Agreement, the equipment will be placed in these six HD MACC facilities to carry out the project plan. After LA Care receives full ownership of the equipment from UCDHS, LA Care will then offer the equipment to the County at the end of the Agreement as an in-kind donation. Each item of equipment will remain at its respective HD MACC location when title is transferred upon acceptance of the donation.

County Counsel has reviewed and approved the Equipment Loan and Service Agreement, Exhibit I, as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DHS to participate in an innovative pilot project poised to provide additional healthcare services to the underserved region of the Antelope Valley.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is fluid and cursive, with the first name "Mitchell" written in a larger, more prominent script than the last name "Katz".

Mitchell H. Katz, M.D.

Director

MHK:adb

Enclosures

c: Chief Executive Office
Acting County Counsel
Executive Office, Board of Supervisors



MODEL EHEALTH EQUIPMENT LOAN AND SERVICE AGREEMENT

This Model eHealth Equipment Loan and Service Agreement ("Agreement") is made and entered into effective upon Board of Supervisors approval ("**Effective Date**"), by and between the Local Initiative Health Authority for Los Angeles County, a local public agency d.b.a. L.A. Care Health Plan ("**L.A. Care**"), and the **Department of Health Services, Los Angeles County** ("**County**") (each a "**Party**," or collectively the "**Parties**").

RECITALS

Whereas, the University of California Davis Health System ("**UCDHS**") received a grant of federal funds ("**Grant**") in support of the UCDHS program entitled "California Telehealth Network eHealth Broadband Adoption" ("**Program**"), as more fully described in Exhibit A; and

Whereas, pursuant to the Grant, UCDHS will provide telehealth equipment ("**Equipment**") and specified assistance to certain Providers in selected Model eHealth Communities in furtherance of the Program; and

Whereas, the Regents of the University of California ("**University**"), acting on behalf of UCDHS, awarded an equipment loan agreement to L.A. Care to provide selected Equipment and assistance; and

Whereas, L.A. Care wishes to utilize a portion of the agreement to provide the selected Equipment to specified County clinics; and

Whereas, L.A. Care is authorized to enter into this Agreement pursuant to Section 14087.9605 of the Welfare and Institutions Code.

Now therefore, for good and valuable consideration, the Parties hereto agree as follows:

AGREEMENT

1. L.A. CARE – ACKNOWLEDGEMENTS AND RESPONSIBILITIES.

1.1 Equipment

(a) **General.** Upon receipt of the telehealth equipment specified in Exhibit B ("**Equipment**") from UCDHS, L.A. Care shall deliver the Equipment to County. The Equipment shall be and remain, at all times, the property of UCDHS, and upon the termination of this Agreement for any reason, County shall have the obligation to promptly arrange to return the Equipment to the address directed by L.A. Care, at County's cost, unless the ownership of Equipment is transferred in accordance with Section 2.1(h).

(b) **DISCLAIMER.** L.A. CARE DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EQUIPMENT AND COUNTY'S COMMUNICATIONS LINKS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. L.A. CARE ACCEPTS NO LIABILITY FOR ANY VENDOR ACTIONS OR OMISSIONS.

1.2 **Training.** In the event County should require any training regarding use of the Equipment, L.A. Care will provide County the name of the Equipment vendor ("**Vendor**").

1.3 Maintenance. UCDS will purchase and maintain a maintenance agreement through the end of the Grant ("**Maintenance Agreement**") for select Equipment. L.A. Care will make this maintenance and support available to County through the term of the Agreement.

2. COUNTY - ACKNOWLEDGMENTS AND RESPONSIBILITIES.

2.1 Equipment

(a) County shall, at its own expense, supply any additional equipment necessary to effectively access its communication link ("**Additional Equipment**"). County shall, at its own expense, provide necessary broadband connectivity and incur any other expenses that are necessary for Equipment to function. County is responsible for all facility related changes including but not limited to drilling holes for wall mount, pulling power and telecommunication line(s) to designated locations where County will install the Equipment. This Agreement is separate from any agreement that County may have with the California Telehealth Network for broadband connectivity.

(b) County shall maintain a designated technical coordinator ("**Technical Coordinator**") at County's facilities to serve as technical coordinator with L.A. Care to maintain the Equipment.

(c) County shall be responsible for the full cost of repairing or replacing any and all Equipment that is damaged, destroyed, lost or stolen (collectively, "**Loss**") from the time County assumes custody of the Equipment until the Agreement is terminated or asset is transferred to County. County shall obtain and maintain in full force and effect, a policy of insurance that provides coverage for any such Loss as set forth in Section 4.10. If covered by a policy of insurance, such insurance shall name L.A. Care and its Board of Governors, directors, officers, agents and employees as additional insured entities with respect to the Equipment. Such policy will provide UCDHS with thirty (30) days' advance written notice of cancellation. The insurance provided by County in accordance with this paragraph shall be primary to any coverage available to UCDHS for any such Loss. In lieu of maintaining such insurance, County may self-insure against such loss.

(d) County shall be solely responsible for conducting any required testing, evaluation, inspection or calibration of the Equipment provided under this Agreement. In addition, County shall be responsible for the routine care and upkeep of the Equipment under the guidance of L.A. Care and the UCDHS Technician. UCDHS technicians will generally be available via telephone during regular business hours.

(e) County must obtain any appropriate facility approvals prior to the Equipment delivery and set up. County acknowledges that the Equipment will be delivered and assembled (if assembly is required) by the Vendor.

(f) Use of the Equipment is authorized only for the specific activities and under the conditions described in **Exhibit C**. Any change to **Exhibit C** must be by written amendment, signed by both Parties to this Agreement.

(g) Upon termination of this Agreement for any reason, all Equipment provided by UCDHS shall be returned as directed by L.A. Care at County's cost within 30 days of such termination in a fully functional state acceptable to UCDHS. County shall be responsible for making, at its sole expense, such arrangements for transportation of the Equipment.

County shall provide transportation of Equipment by licensed haulers/contractors in compliance with all applicable State, Federal and local law.

(h) As authorized in accordance with **Exhibit D**, County acknowledges that upon expiration of this Agreement, full ownership and responsibility of the Equipment shall transfer from UCDHS to L.A. Care, and L.A. Care will transfer full ownership and responsibility to County. After such transfer, neither UCDHS nor L.A. Care shall have any further liability for the Equipment, including, but not limited to, designated use, insurance, maintenance, support or training.

2.2 Scope of Work: County shall fulfill the requirements of the Program as specified herein and as further detailed Exhibit E, Scope of Work and Schedule of Deliverables.

3. TERM AND TERMINATION.

3.1 Term. This Agreement shall commence on the last date signed below and shall remain in effect through July 30, 2013, unless either Party provides the other with written notice of such Party's intention to terminate the Agreement in accordance with terms of this Agreement.

3.2 Termination.

(a) **Termination without cause.** L.A. Care may terminate this Agreement without cause upon forty-five (45) days' prior written notice to County. County may terminate this Agreement without cause upon sixty-five (65) days' prior written notice to L.A. Care.

(b) **Termination for cause.** For cause termination shall include the following:

(i) **Breach.** Either Party may terminate this Agreement on thirty (30) days' prior written notice to the other Party in the event of a material breach by the other Party which has not been cured within the thirty (30) day period. Termination shall be effective upon written notice issued after expiration of the thirty (30) day cure period.

(ii) **Illegality.** L.A. Care shall have the right to terminate this Agreement upon notice to County in the event that (i) County – or any person with an ownership interest or in a management position with County – is excluded from participation in federal or state health care programs, debarred from receipt of federal or state funds, or convicted of a crime; or (ii) any legislation, regulation or rule is duly passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or L.A. Care receives notice of an actual or threatened decision, finding, or action by any governmental or private agency, court or other third party (whether or not either party to this Agreement is a party to such action), and such legislation, regulation, rule, decisions, finding or action will result in any of the following consequences because of this Agreement or any transactions contemplated herein: (a) materially and adversely affect L.A. Care's licensure, tax-exempt status or any accreditation or certification; (b) materially and adversely affect a medical staff member's licensure or privileges; (c) materially and adversely affect L.A. Care's ability to present a bill or claim or to receive payment or reimbursement with respect to any category of services or patients from any federal, state, local governmental or non-governmental payor; or (d) subject L.A. Care or any medical staff member to a risk of prosecution, civil monetary penalty or Medicare or Medi-Cal program exclusion.

(iii) **Equipment Use.** If County does not use the Equipment or uses it in a way for a purpose not authorized by **Exhibit C**, L.A. Care may, at its sole discretion, terminate this Agreement with 10 days notice. If the Agreement is terminated under this provision, County must cease any further use of the equipment upon notice of termination, except as necessary for safety reasons. Equipment shall be returned to UCDHS in accordance with Section 2.1(g).

(iv) **Force Majeure.** Either party may terminate this Agreement in accordance with the provisions of Section 4.9.

4. GENERAL PROVISIONS

4.1 **Use of Name.** Neither party shall refer to this Agreement or UCDHS's or the University of California's participation in this Agreement or use the other party's or UCDHS's or the University of California's name in any advertising or promotional materials or statements to the public without the prior written approval of all other parties.

4.2 **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within that state. Venue shall be exclusively in the judicial district encompassing Sacramento, California.

4.3 **Partial Invalidity.** If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

4.4 **Attorneys' Fees.** If any action at law or equity is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

4.5 **Notices.** All notices which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by electronic facsimile (with a confirmation by certified mail, return receipt requested, placed in the mail no later than the following day), by express courier (such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to a party as indicated below:

**DEPARTMENT OF HEALTH SERVICES,
LOS ANGELES COUNTY**

For legal notices

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 North Figueroa, 6th Floor East
Los Angeles, CA 90012
Attn: Kathy K. Hanks, CPM,
Director, Contract Administration and
Monitoring

**LOCAL INITIATIVE HEALTH
AUTHORITY FOR LOS ANGELES
COUNTY dba L.A. CARE HEALTH PLAN**

For legal notices

L.A. Care Health Plan
1055 West 7th Street, 10 Floor
Los Angeles, CA 90017
Attn: Elaine Batchlor, MD,
Chief Medical Office

**DEPARTMENT OF HEALTH SERVICES,
LOS ANGELES COUNTY**

**LOCAL INITIATIVE HEALTH
AUTHORITY FOR LOS ANGELES
COUNTY dba L.A. CARE HEALTH PLAN**

For Contract Matters

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 North Figueroa, 6th Floor East
Los Angeles, CA 90012
Attn: Kathy K. Hanks, CPM, Director,
Contract Administration and
Monitoring

For Contract Matters

L.A. Care Health Plan
1055 West 7th Street, 10 Floor
Los Angeles, CA 90017
Phone: 213-694-1250 ext. 4711
Attn: Teresa Stevenson
Program manager

For Technical Matters

County of Los Angeles
Department of Health Services
High Desert Health System
44900 60th Street West
Lancaster, California 93536
Attn: John W. Grant, Chief Information
Officer
Tel: 661 945-8484
Fax: 661-945-8386

For Technical Matters

L.A. Care Health Plan
1055 West 7th Street, 10 Floor
Los Angeles, CA 90017
Attn: Teresa Stevenson
Program manager
Tel: 213-694-1250 ext. 4711

Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic facsimile and, as to communications made by United States mail, on the third day after mailing (so long as the mailing was made in a metropolitan area in the State of California). The above addresses may be changed by giving notice of such change in the manner provided above for giving notice.

4.6 Assignability. No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

4.7 Construction and Agreement. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances, including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

4.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

4.9 Force Majeure. Neither party hereto shall be liable for any delay or failure in the performance of any obligation under the Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or

damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement shall be third-party communication network outages (such as satellite malfunctions or failures) beyond the control of either party, Acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority. The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof. The existence of such contingencies shall justify the suspension of performance hereunder by either party; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to terminate this Agreement.

4.10 Insurance. Each Party warrants that it shall maintain during the term of this Agreement a policy of insurance or self-insurance with minimum coverage as follows:

(a) **General Liability:** Comprehensive or Commercial Form (Minimum Limits)

| | | |
|----|------------------------------------------|-------------|
| 1) | Each Occurrence | \$1,000,000 |
| 2) | Products, Completed Operations Aggregate | \$2,000,000 |
| 3) | Personal and Advertising Injury | \$1,000,000 |
| 4) | General Aggregate (EI, PD) | \$2,000,000 |

(not applicable to comprehensive form)

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Prior to the commencement of the term of this Agreement, County shall cause to be issued and UCDHS shall have received a certificate of insurance evidencing County's insurance coverage in accordance with this Agreement, and an additional insured endorsement naming UCDHS as an additional insured.

(b) Workers' Compensation as required under California State Law.

4.11 Indemnification, Limitation of Liability.

(a) L.A. Care shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of L.A. Care, its officers, agents or employees.

(b) County shall defend, indemnify and hold L.A. Care, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees.

(c) **Limitation of Liability.** L.A. Care shall have no liability for consequential, exemplary, indirect, special, incidental or punitive damages, including loss of profits, revenues, data or use, incurred by County or any third party, whether based on contract, tort or any other legal theory, arising out of selection, installation, maintenance, failure to maintain, use, misuse, or malfunction of the Equipment or the communications links utilized by County. County shall have no liability for consequential, exemplary, indirect, special, incidental or punitive damages, including loss of profits, revenues, data or use, incurred by L.A. Care or any third party, whether based on contract, tort or any other legal theory, arising out of or relating to the Agreement.

4.12 **Continuing Cooperation.** Throughout the term of this Agreement, the parties shall cooperate in good faith and agree to perform any and all tasks which are reasonably necessary for the performance of this Agreement.

4.13 **Exhibits and Amendments.** All Exhibits are incorporated into this Agreement as part of the Agreement. This Agreement and its Exhibits may only be amended in writing and upon the approval of authorized officers of both Parties.

4.14 **Integration.** This Agreement sets forth the entire understanding between the parties relating to the transactions it contemplates, and supersedes all prior understandings relating to such transactions, whether oral or written. Any prior oral representations or modifications concerning this Agreement shall be of no force and effect, unless attached to this Agreement as a written amendment that is executed or initialed by the parties.

4.15 **Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

4.16 **Third Party Beneficiaries.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and the respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

4.17 **Authorized Representatives.** Each of the persons signing below represents and warrants to the other party that he/she is duly authorized to sign this Agreement and that upon his/her execution of this Agreement, this Agreement is a binding obligation of the party on whose behalf the person executes this Agreement.

In Witness Whereof, the parties hereto have entered into this Agreement as of the date first set forth above.

**Department of Health Services,
Los Angeles County**

**Local Initiative Health Authority for Los
Angeles County dba L.A. Care Plan**

Signed: _____
By: Mitchell H. Katz, MD
Title: Director of Health Services

Signed: _____
By: Howard A. Kahn
Title: Chief Executive Officer

Date: _____

Date: _____

EXHIBIT A

The Model eHealth Communities Project is one element of a broader initiative, the Broadband Adoption eHealth Initiative. The vision of this initiative is to further advances in telecommunications and information technologies in order to redistribute health care knowledge and expertise to where and when it is needed. These technologies can help facilitate a new, more efficient model of care across the economic and geographic spectrum. Three complementary components of this grant collectively support this goal.

The first component of the initiative is support for the California Telehealth Network, a low cost state-of-the-art statewide managed, medical grade broadband network which will allow healthcare Providers to effectively participate in a technology-enabled healthcare system. The establishment of the Model eHealth Communities ("MC") involves strategically placing eHealth equipment in a number of communities in rural and other medically underserved areas of California. The overarching goal for the MCs is to demonstrate a community-based transition model to technology-enabled health delivery.

Finally, successful broadband adoption requires implementation of broadband-dependent applications that add value to healthcare organizations, businesses and consumers. The eHealth Broadband Adoption Training program is intended to provide tools to raise the level of understanding of health-related broadband applications for healthcare Providers, community college instructors, public safety/county health officers, local librarians and the general public.

EXHIBIT B
MODEL EHEALTH COMMUNITIES EQUIPMENT
MODELS AND SERIAL NUMBERS
[TO BE COMPLETED AFTER SHIPMENT OF EQUIPMENT]

Organization: County

| | |
|----------------------------------------------------------------|----------------------------------------------------------------|
| HD Video Camera Model: Serial No: | HD Video Camera Model: Serial No: |
| HD Video Camera Model: Serial No: | HD Video Camera Model: Serial No: |
| HD Video Camera Model: Serial No: | HD Video Camera Model: Serial No: |
| Bluetooth Enabled Dinamap Model: Serial No: | Bluetooth Enabled Dinamap Model: Serial No: |
| Bluetooth Enabled Dinamap Model: Serial No: | Bluetooth Enabled Dinamap Model: Serial No: |
| Bluetooth Enabled Dinamap Model: Serial No: | Bluetooth Enabled Dinamap Model: Serial No: |
| Bluetooth Enabled Digital Scale Model: Serial No: | Bluetooth Enabled Digital Scale Model: Serial No: |
| Bluetooth Enabled Digital Scale Model: Serial No: | Bluetooth Enabled Digital Scale Model: Serial No: |
| Bluetooth Enabled Glucometer Model: Serial No: | Bluetooth Enabled Glucometer Model: Serial No: |
| Bluetooth Enabled Glucometer Model: Serial No: | Bluetooth Enabled Glucometer Model: Serial No: |
| Bluetooth Enabled Glucometer Model: Serial No: | Bluetooth Enabled Glucometer Model: Serial No: |
| Teleconference CALS Serial No: | Teleconference CALS Serial No: |
| Teleconference CALS Serial No: | Teleconference CALS Serial No: |

| | |
|-------------------------------------------------------|-------------------------------------------|
| Teleconference CALS Serial No: | Teleconference CALS Serial No: |
| Desktop PC Model: Serial No: | Desktop PC Model: Serial No: |
| Desktop PC Model: Serial No: | Desktop PC Model: Serial No: |
| Desktop PC Model: Serial No: | Desktop PC Model: Serial No: |
| Desktop PC Model: Serial No: | |
| Teleconference Servicer Software Serial No: | |

EXHIBIT C
AUTHORIZED PURPOSE AND USE OF EQUIPMENT

1. Equipment is being provided primarily for the purpose of fulfilling the intent of Model eHealth Communities, which provides equipment for medical and educational opportunities to medically underserved communities.
2. Under the conditions of this Agreement, County may enter into a separate contract for telemedicine services with UCDHS or sources other than UCDHS, utilizing the Equipment to access such services.
3. Equipment shall be stored in a secured location at the County facilities to prevent as far as possible, any damage, destruction, loss or theft of said equipment.
4. Equipment shall not be transported to or installed at any facility, other than the facilities listed below:

Physical Location of Equipment

Organization: County

| Address | Equipment | Quantity |
|---------------------------------------------------------------------------------------------------|---------------------------------|----------|
| High Desert Health system – MACC 44900 No. 60 th Street West Lancaster, CA 93536 | HD Video Camera | 1 |
| | Bluetooth enabled Dinamap | 1 |
| | Bluetooth enabled Digital Scale | 1 |
| | Bluetooth enabled Glucometer | 1 |
| | Teleconference CALS | 1 |
| | Desktop PC | 2 |
| | Teleconference Server Software | 1 |
| Antelope Valley Health Center 335 B East Avenue K6 Lancaster, CA 93535 | HD Video Camera | 1 |
| | Bluetooth enabled Dinamap | 1 |
| | Bluetooth enabled Digital Scale | 1 |
| | Bluetooth enabled Glucometer | 1 |
| | Teleconference CALS | 1 |
| | Desktop PC | 1 |
| Lake Los Angeles Clinic 16921 East Avenue O, Space G Lake Los Angeles, CA 93535 | HD Video Camera | 1 |
| | Bluetooth enabled Dinamap | 1 |
| | Bluetooth enabled Digital Scale | 1 |
| | Bluetooth enabled Glucometer | 1 |
| | Teleconference CALS | 1 |
| | Desktop PC | 1 |
| Littlerock Community Clinic 8201 Pearblossom Highway Palmdale, CA 93552 | HD Video Camera | 1 |
| | Bluetooth enabled Dinamap | 1 |
| | Bluetooth enabled Digital Scale | 1 |
| | Bluetooth enabled Glucometer | 1 |
| | Teleconference CALS | 1 |
| | Desktop PC | 1 |

| Address | Equipment | Quantity |
|----------------------------------------------------------------------------------------|---------------------------------|----------|
| South Valley Health Center 39350 40 th Street East Palmdale, CA 93552 | HD Video Camera | 1 |
| | Bluetooth enabled Dinamap | 1 |
| | Bluetooth enabled Digital Scale | 1 |
| | Bluetooth enabled Glucometer | 1 |
| | Teleconference CALS | 1 |
| | Desktop PC | 1 |
| Antelope Valley Rehabilitation Center 30500 Arrastre Canyon road Acton, CA 93510 | HD Video Camera | 1 |
| | Bluetooth enabled Dinamap | 1 |
| | Bluetooth enabled Digital Scale | 1 |
| | Bluetooth enabled Glucometer | 1 |
| | Teleconference CALS | 1 |
| | Desktop PC | 1 |

EXHIBIT D
LETTER FROM GRANTING AGENCY
(REGARDING ASSET TRANSFER)

Attached



UNITED STATES DEPARTMENT OF COMMERCE
National Institute of Standards and Technology
Gaithersburg, Maryland 20899

SEP 08 2011

Jana Katz-Bell, Assistant Dean
UC Davis Administration, School of Medicine
4610 X Street; Suite 4202
Sacramento, CA 95817

RE: NIST Award #06-43-B10584
UC Davis California Telehealth Network eHealth Broadband Adoption

Dear Ms. Katz-Bell:

This letter is provided by the Grants and Agreements Management Division of the National Institute of Standards and Technology to authorize approval of the request from the CTN eHealth Broadband Adoption project, University of California, Davis to transfer permanent placement of telemedicine equipment purchased through the NTIA Broadband Technology Opportunities Program (BTOP). The equipment will be placed at locations selected through the competitive bid process and participating as Model Communities through the CTN eHealth Broadband Adoption project. Transfer is authorized, understanding as the CTN eHealth Broadband Adoption grant comes to a close, the intended use of the equipment remains primarily within the original intent of the funding and that the titles for the equipment rest with the selected sites.

Please consult the cognizant cost principles (OMB Circular A-21) for additional guidance regarding equipment transfers. Also, the transfer of the telehealth equipment will need to be documented by the Center for Health Technology, University of California, Davis during closeout of the CTN eHealth Broadband Adoption grant for the file. This approval is granted for telehealth equipment transfer at Model Community facilities where the items will be used.

If you need additional information, please contact me at (301) 975-6544.

Sincerely,

Jannet Cancino
Grants Officer

cc: Gwenn Weaver, FPO - NTIA

NIST

EXHIBIT E
SCOPE OF WORK AND SCHEDULE OF DELIVERABLES

Scope of Work

1. County Tasks

County shall use the equipment to increase broadband dependent Telehealth applications that are used in the Community. The following specific tasks and deliverables shall be completed within the designated timeline.

| Item | Description | Timeline |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Tasks | | |
| Telehealth Equipment Usage | Equipment purchased and deployed through this grant to be used in sites where located. County will demonstrate an increase in broadband dependent Telehealth applications that are used in the Community. | Q1 – 6/30/13 |
| Model eHealth Community Customized Deliverables | | |
| Equipment Installation | Coordinate installation and testing of equipment with L.A. Care | Q1 – 6/30/13 |
| Remote Patient Monitoring | Increase in number of patients who use remote monitoring systems | Q1 – 6/30/13 |

2. Model eHealth Community – Reports

County shall submit Quarterly Project Reports to L.A. Care. Quarterly reports will include information regarding the following (if appropriate) using a form provided by L.A. Care. See example in Exhibit E, Attachment 1:

- (a) Remote Patient Monitoring
- (b) As applicable, report other types of services received or provided as a result of participation in Model eHealth Community

SAMPLE REPORTING FORM

Broadband Adoption Model eHealth Communities
Quarterly Reporting Tool

Lead Agency Current Date
 Person filling out form Time period reporting for

ITEMS IN BOLD ARE REQUIRED TO BE SUBMITTED. OTHER ITEMS ARE OPTIONAL.

1. Broadband Adoption

Total Number of CTN Sites in Model eHealth Community
 Number of New CTN Sites in Model eHealth Community This Quarter
 Number of partner sites exchanging health information via broadband

2. Telehealth

Number of Inpatient Clinical Consults Received
 Number of Outpatient Clinical Consults Received
 Number of Clinical Consults Provided (as Consultant)
 Number of Radiology Imaging Studies transmitted
 Number of Digital EKGs Performed

If applicable please report the type of Specialty Services both received and provided:

Number of sites participating in Tumor Boards via Broadband
 Number of Providers who participated in Tumor Board via Broadband
 Number of Oncology Consults Received/Provided
 Number of Optometry Consults Received/Provided
 Number of Retinal Scans Received/Provided
 Number of Dermatology Consults Received/Provided
 Number of Telestroke Consults Received/Provided
 Number of Behavioral Health Consults Received/Provided
 Number of Telepsychiatry Consults Received/Provided
 Number of Sexual Assault Response Team Consults Received
 Number of Prescriptions sent thru ePrescribing
 Number of Teledentistry Consults Received/Provided
 Number of Synchronous Perinatal Consults Received/Provided

Type of Specialty Services Received and Provided (cont'd)

Other (please specify how many provided)

Other (please list other types of Specialty Consults Received and/or Provided)

3. Provider Education

Number of Continuing Education Sessions Provided via Video Conference

Number of Providers Who Attended Continuing Education Sessions

Number of Grand Rounds Provided via Video Conference

Number of Providers Who Attended Grand Rounds Sessions

Number of Project Echo consultation sessions held

Number of Primary Care Providers who participated in Project Echo consults

4. Consumer Health Education

Number of Consumer Health Education Sessions Provided via Video Conference

Number of People who attended Health Education Sessions via Video Conference

Number of People who received computer health literacy training

Number of Individuals enrolled in a Personal Health Record (PHR)

5. Workforce Development

Number of Individuals who attended sessions on Health Information Technology for Healthcare Professionals

Number of Individuals who participated in remote training sessions to become a Healthcare Professional

6. Remote Patient Monitoring

Number of Individuals with Remote Monitoring Devices

Number of Individuals enrolled in Remote Patient Monitoring

Number of registered DAKIM users

5. Video Healthcare Interpretation

Number of Video Healthcare Interpretation Sessions Provided

6. Tele-eligibility

Number of Social Services Enrollment Assistance Appointments Provided

9. Collaboration

List each active partner agency and briefly describe their role in the project

**Broadband Adoption Model eHealth Communities
Quarterly Reporting Form - Narrative**

10. Please describe the project's progress to date on the project, with respect to the project Training and Implementation plan and timeline submitted:

11. What are the primary challenges the project faced this quarter?

12. What strategies have been used to address these challenges?

13. What are the key lessons learned thus far?

14. Please describe how things have changed in your Model eHealth Community as a result of this project, including new telehealth applications you may have implemented:

15. Please share a story illustrating how this project has impacted your Model eHealth Community:

16. Any Additional Comments:

If you use Outlook, you may send via email.
If you use some other program, please save completed report and email as an attachment.

Submit by Email

Print Form